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lord of the assignee as tenant, as in the principal case, stands on the same footing as a new lease. In both cases something is done inconsistent with the previous relation of landlord and tenant. But a presumption that is natural where the second lease or assignment is valid becomes strained and unnatural when it is invalid. It is unreasonable to presume that the parties can intend the acceptance of a void lease to work a surrender of a former valid lease. On the whole the doctrine of the principal case seems to put surrenders by operation of law on a more logical and satisfying basis.

TELEGRAPHS AND TELEPHONES—LIABILITY FOR DISCLOSURE OF MESSAGE—IMMORALITY OF PLAINTIFF.—Plaintiff was the sendee of two telegrams as follows: (1) "Call me up at once at 9196, (signed) Alice"; (2) "Please come home, I am sick, (signed) Alice." The servants of defendant company disclosed the contents of said messages to various people about plaintiff's home town; these people upon further investigation, learned that Alice was a prostitute and that plaintiff had been her paramour. The result was that plaintiff was much humiliated by being dubbed "Alice," and he was finally forced by reason of the unpleasantness of his situation to resign a lucrative position and take employment at a smaller salary away from his former residence. For the damages suffered suit was brought. *Held*, the company not liable for the reason that plaintiff's immorality must necessarily appear in making out his case. *Western Union Telegraph Co. v. McLaurin*, (Miss. 1914), 66 So. 739.

It is agreed that telegraph companies must treat messages entrusted to them for transmission as confidential. *Matter of Renville*, 61 N. Y. Supp. 549, 46 App. Div. 37; *Hellams v. Western Union Tel. Co.*, 70 S. C. 83, 49 S. E. 12; *Cocke v. Western Union Tel. Co.*, 84 Miss. 380, 36 So. 392; *Barnes v. Western Union Tel. Co.*, 120 Fed. 550; *Barnes v. Tel.-Cable Co.*, 156 N. C. 150, 154, 72 S. E. 78. And for violation of such duty the telegraph company must respond for the damages suffered. This doctrine the court in the principal case admits, as it also seems to admit that plaintiff had suffered pecuniarily as well as mentally by reason of the humiliation. Relying, however, upon COOLEY, TORTS (volume 1, marginal page 172), the court because of plaintiff's immorality refused to allow a recovery. Judge COOLEY in the connection to which reference was made was discussing joint wrongs where the parties were engaged in a common enterprise in which it is held that if one "by his pleadings in any court of justice, avows that he has been engaged with others in an unlawful action, or has concerted with them in an unlawful enterprise, and that in arranging for or carrying it out he has been unfairly treated by his associates, or has suffered an injustice which they should redress, will be met by the refusal of the court to look any further than his complaint, which it will at once order dismissed." It is submitted that extending that well settled principle to cover such a situation as was presented in the principal case is entirely unwarranted. Unquestionably the plaintiff's cause of action against the telegraph company could have been made out without disclosing the slightest immorality to say nothing of unlawful conduct. In *Curtis v. Murphy*, 63 Wis. 4, 22 N. W. 825, it was held

that an innkeeper was not liable for valuables left by plaintiff with the clerk, it appearing that plaintiff had gone to the hotel with a prostitute for purposes connected with her business. But there the case was put not on the ground of plaintiff's immorality or unlawful conduct, but on the basis of his never having been a guest. If the question in the principal case had been merely as to plaintiff's right to recover punitive damages, perhaps there could be no doubt as to the propriety of the decision. The exposure of immorality may be a good thing, but when the exposure is made by a public service company which admittedly for good reasons is under a legal duty to keep in strict confidence matters to it entrusted, it seems that the company ought not to escape because of the damaged party's departures from the paths of morality. See *Western Union Tel. Co. v. Ferguson*, 57 Ind. 495, where the company was held liable for refusal to transmit a message as follows: "Send me four girls, on first train to Francesville, to tend fair." The sender and sendee were lewd men of bad character. The court said that it knew of no law which made the company a "censor of public or private morals."